

# FINDING OF SUITABILITY TO TRANSFER

## JEFFERSON PROVING GROUND

### CENTRAL CANTONMENT AREA PARCEL

MAY 1999

EPA Region 5 Records Ctr.



380804

#### 1. PURPOSE.

The purpose of this Finding Of Suitability to Transfer (FOST) is to document the environmental suitability of certain property at Jefferson Proving Ground (JPG), Madison, Indiana for transfer to the Ford Building and Lumber Supply Company for light industrial, agricultural, residential and recreational re-use consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense policy. In addition, the FOST identifies use restrictions as specified in the attached Environmental Protection Provisions necessary to protect human health or the environment after such transfer.

#### 2. PROPERTY DESCRIPTION

The proposed property to be transferred consists of approximately 1,200 acres, which includes 86 buildings. The buildings are identified as follows: #1, small shed behind building #1 - (no number), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 33, 37, 45, 46, 47, 48, 49, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 100, 102, 104, 106, 108, 108a, 110, 112, 114, 116, 120, 126, 132, 133, 138, 144, 145S, 146, 147, 148, 156, 162, 167, 174, 176, 502, 504, 506, 528, 530, 532, 534, 550, 551, 552, 553, 711, 713, 714, and 715. A site map and property description are attached (Enclosures 1 and 2).

#### 3. ENVIRONMENTAL CONDITION OF THE PROPERTY

A determination of the environmental condition of the facilities has been made based on the Community Environmental Response Facilitation Act (CERFA) Report (April 1994). The information provided is a result of a complete search of agency files during the development of these environmental surveys. The following documents also provided additional/updated information on environmental conditions of the property: Final Draft Remedial

Investigation for Jefferson Proving Ground, Madison, Indiana (July 1994); Final Environmental Impact Statement for Disposal and Reuse of the Jefferson Proving Ground, Madison, Indiana (September 1995); Record of Decision for the Disposal and Reuse of JPG (December 1995); the Enhanced Preliminary Assessment Report, Jefferson Proving Ground (1990); Base Realignment and Closure Cleanup Plan (BCP) Version 1, (April 1994); BCP Version 2 (October 1995); BCP Version 3 (July 1997); Jefferson Proving Ground South of the Firing Line, Final Asbestos Survey Summary Report (September 1993); Draft Summary Report Annual Asbestos Re-Inspection for 1994, Jefferson Proving Ground (March 1995); Radon Survey (March-June 1989); Archives Search Report for Ordnance and Explosive Waste Chemical Warfare Materials, Jefferson Proving Ground, Madison, Indiana (June 1995); Final Removal Report Ordnance Ammunition & Explosives Time Critical Removal Action Jefferson Proving Ground Madison, Indiana (February 1997); The U.S. Department of Agriculture, Natural Resources Conservation Service Report, "Climatological Station Index for Indiana" (Feb 1991), Field Office Technical Guide, Section One; Indiana Department of Environmental Management leaking Underground Storage Tank Section letters of June 7, 1996 and March 2, 1999; Final Removal Report Ordnance Ammunition & Explosives Time Critical Removal Action, Jefferson Proving Ground, Madison, Indiana (February 1997) and the Statement of Clearance Site 1 (100-Acre Parcel) Jefferson Proving Ground, Madison, Indiana (1997).

### **3.1 Environmental Condition of Property Categories**

The Department of Defense (DOD) Environmental Condition of Property (ECP) Categories for the property is as follows:

ECP Category 1: All buildings listed in paragraph # 2 above with the exception of Buildings # 1, 3, 4, 7, 8, 11, 12, 15, 16, 17, 20, 21, 23, 33, 530, 711 and 714.

ECP Category 2: Buildings # 1, 3, 4, 7, 8, 11, 12, 15, 16, 17, 20, 21, 23, 33, 108a, 530, 711 and 714.

A summary of the ECP Categories for specific buildings or parcels is provided in Table 1 - Description of Property (Enclosure 3).

### **3.2 Storage, Release, or Disposal of Hazardous Substances**

Hazardous substances were stored for one year or more in excess of the 40 CFR part 373 reportable quantities in the following buildings or areas:

Building 108  
Building 108a  
Building 148

Building 506  
Building 534

Hazardous substances were released or disposed of in excess of the 40 CFR Part 373 reportable quantities in the following buildings or areas:

NONE

A summary of the buildings or areas in which hazardous substances activities occurred is provided in Table 2 - Notification of Hazardous Substance Products Storage, Release, or Disposal (Enclosure 4)

### **3.3 Petroleum and Petroleum Products**

#### **3.3.1 Non-UST/AST Storage, Release, or Disposal of Petroleum Products**

Storage, release or disposal of petroleum products occurred next to the following buildings or areas:

Buildings 108 and 108a - storage

Buildings 108 and 108a were used for the storage of material and supplies when JPG was an active facility. Minor amounts of petroleum products were spilled/released during loading/unloading operations at Buildings 108 108a but were cleaned up at the time of the spill/release.

Petroleum product releases or disposal in excess of 55 gallons occurred next to the following buildings or areas:

NONE

#### **3.3.2 Underground and Above-Ground Storage Tanks (UST/AST)**

There were 17 underground storage tanks which have been removed) and no above-ground storage tanks (UST/AST) that were on the property and were used for storage of petroleum products.

Petroleum product releases in excess of 55 gallons occurred at the following UST/AST sites: Next to Buildings # 1, 3, 4, 7, 8, 11, 12, 15, 16, 17, 20, 21, 23, 33, 530, 711, and 714.

The release of these petroleum products was remediated at the time of the UST/AST closure. A summary of the petroleum product activities is provided in Table 3 - Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5)

### 3.4 Polychlorinated Biphenyl's (PCB) Equipment

The following PCB containing equipment is located on the property:

Building 102 - 24 capacitors, 2 switches

This equipment is operational, properly labeled in accordance with federal and state regulations, and has been determined not to be leaking. There is no evidence that PCB's or PCB contaminated fluids were released from PCB containing equipment on or within this parcel prior to the electric utilities being transferred to the local provider in 1998. The deed will include the PCB notification provision contained in the Environmental Protection Provisions (Enclosure 6).

### 3.5 Asbestos

The following buildings do not contain ACM: Small shed behind building # 1 - (no number), # 18, 120, 126, 145S, 174, 176, 528, 532, 711, 713, 714, and 715.

There is asbestos containing material in the following buildings: #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 23, 25, 33, 37, 45, 46, 47, 48, 49, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 100, 102, 104, 106, 108, 108a, 110, 112, 114, 116, 132, 133, 138, 144, 146, 147, 148, 156, 162, 167, 502, 504, 506, 530, 534, 550, 551, 552, and 553.

The ACM includes: Roofing shingles (assumed), pipe insulation, and floor tiles.

The ACM in these buildings does not currently pose a threat to human health or the environment (except as noted below) because all friable asbestos that posed an unacceptable risk to human health has been removed or been encapsulated. The deed will include the asbestos warning and covenant included in the Environmental Protection Provisions (Enclosure 6).

The following buildings contain friable asbestos that has not been removed or encapsulated:

Building 550

Building 551

Duct, pipe and/or fitting insulation within buildings 550 and 551 were reported in poor/damaged condition in the Jefferson Proving Ground South of the Firing Line, Final Asbestos Survey Summary Report (September 1993) and reported as conditions unchanged in the Draft Summary Report Annual Asbestos Re-inspection for 1994, Jefferson Proving Ground (March 1995).

The deed will require the Grantee to restrict access to these buildings, and to remediate and/or demolish these buildings at no cost to the Army in the Environmental Protections Provisions (Enclosure 6).

### **3.6 Lead Based Paint**

The buildings located within the area of this FOST have not been sampled for lead-based paint. However, based on the age of the buildings (constructed prior to 1978), all of the buildings within this parcel except Buildings # 711, 713, 714 and 715 are presumed to contain lead-based paint.

The deed will include the lead-based paint warning and covenant provided in the Environmental Protection Provisions (Enclosure 6).

### **3.7 Radiological Materials**

The following buildings were used for radiological activities: #148, and #534. Radiological activity within these two buildings was the storage of depleted uranium (DU) projectiles.

A radiological field survey was conducted at those sites having radiological activities and the survey concluded these areas are suitable for unrestricted use. The above buildings were released for unrestricted use by the Nuclear Regulatory Commission in a Federal Register Notice dated May 7, 1996, 61 FR 20546.

### **3.8 Radon**

Radon surveys were conducted in the following buildings: # 1, 3, 4, 7, 8, 11, 12, 15, 16, 17, 20, 21, 23, and 112. Radon was not detected at or above the EPA residential action level of 4 picocuries per liter (PCI/L) in these buildings.

### **3.9 Unexploded Ordnance**

A review of available records and information indicated the possibility of unexploded ordnance (UXO) on approximately 100 acres of this parcel. An UXO clearance project was conducted between April and August 1996. The 100 acres was surveyed to a depth of 4 feet below the surface, resulting in the removal of 3,821 inert practice 81 millimeter subcal rounds and one suspected live M500 series fuze and booster. The one suspected live munition and booster were open detonated in an area excluded from the current property transfer. The UXO statement of clearance (SOC) is provided as Enclosure 9. Due to the potential that UXO items could remain below the clearance level, the deed will include the

potential UXO notification provision and excavation restrictions (Enclosure 6).

### 3.10 ENVIRONMENTAL CONDITIONS OF ADJACENT PROPERTY

Adjacent property contains the following Remedial Investigation (RI) sites:

RI site # 1	Building 185 Incinerator
RI site # 2	Sewage Treatment Plant Water Quality Laboratory
RI site # 3	Explosive Burning Area
RI site # 4	Abandoned Landfill
RI site # 11	Burning Area for Explosive Residue
RI site # 21A	Building 204 Pesticide Shop
RI site # 25	Paper Mill Road Disposal Area
RI site # 27	Sewage Sludge Application Area
RI site # 32	Building 105 Locomotive Maintenance Pit & Former Lead Soldering Area
RI site # 37	Building 118 Gasoline Station
RI site # 49	Possible Explosive Ordnance South of the Firing Line

The RI sites #3 and #4 are located within the property but are excluded from this transfer (see item #15 of Enclosure 2), until they are remediated. The other sites are located from fifty to several hundred feet from the property. These areas are fenced off and posted with restricted access signs. There are no known exposure pathways because the clay soil composition and vegetation minimize migration of contaminants.

There is an ongoing UXO clearance operation in the adjacent Eastern Parcel. The Eastern Parcel UXO clearance operation is expected to be completed in the summer of 1999. An UXO clearance operation in the adjacent Airfield parcel has been completed and the clearance report and statement of clearance are currently being staffed within the Army. Access to all potential UXO areas is restricted and posted with warning signs. In addition, JPG limits the general public's access to the Property and provides a UXO briefing and safety awareness handouts to individuals that work/reside on the property.

### 4. REMEDIATION

There are no environmental remediation orders or agreements applicable to the property being transferred. There is no documented evidence of groundwater contamination or solid waste management units/operable units on the property. All necessary responses or remediation actions have been taken as required by the installation restoration program and the BRAC Cleanup Plan.

## **5. REGULATORY/PUBLIC COORDINATION**

The U.S. EPA Region 5, the Indiana Department of Environmental Management, and the public were notified of the initiation of the FOST. Regulatory/public comments received during the FOST development were reviewed and incorporated as appropriate. A copy of unresolved regulatory/public comments is included in the FOST (Enclosure 7). An Army response to unresolved regulatory/public comments is provided in the FOST (Enclosure 8).

## **6. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND CONSISTENCY WITH LOCAL REUSE PLAN**

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis have been documented in the Disposal and Reuse Environmental Impact Statement (September 1995). Any encumbrances or conditions identified in such analysis as necessary to protect human health of the environment have been incorporated into the FOST.

## **7. ENVIRONMENTAL PROTECTION PROVISIONS**

On the basis of the above results from the site-specific EBS and other environmental studies and in consideration of the intended use of the property, certain terms and conditions are required for the proposed transfer. These terms and conditions are set forth in the attached Environmental Protection Provisions and will be included in the deed (Enclosure 6).

## **8. FINDING OF SUITABILITY TO TRANSFER**

Based on the above information, I conclude that all Department of Defense requirements to reach a finding of suitability to transfer the property to the Ford Lumber and Building Supply Company for light industrial, agricultural, residential and recreational reuse have been met for the property subject to the terms and conditions set forth in the attached Environmental Protection Provisions (Enclosure 6). All removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA Section 120(h)(3).

In addition to the Environmental Protection Provisions, the deed for this transaction will contain:

The covenant under CERCLA Section 120(h)(3)(A)(ii)(I) warranting that all remedial action under CERCLA necessary to

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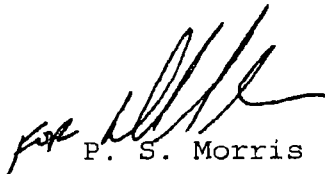
In addition to the Environmental Protection Provisions, the deed for this transaction will contain:

The covenant under CERCLA Section 120(h)(3)(A)(ii)(I) warranting that all remedial action under CERCLA necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of transfer.

The covenant under CERCLA Section 120(h)(3)(A)(ii)(II) warranting that any remedial action under CERCLA found to be necessary after the date of transfer with respect to such hazardous substances on the Property shall be conducted by the United States.

The clause as required by CERCLA 120(h)(3)(A)(iii) granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.

As required under CERCLA Section 120(h) and DOI FOST Guidance, notification of hazardous substance activities shall be provided in the deed. See Table 2 - Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4)



P. S. Morris  
Colonel, GS

Deputy Chief of Staff  
for Engineering, Housing,  
Environment, and Installation  
Logistics



9 Enclosures:

- Enclosure 1 - Site Map of Property
- Enclosure 2 - Description of Property
- Enclosure 3 - Table 1 Description of Property (Buildings)
- Enclosure 4 - Table 2 -, Notification of Hazardous Substance Storage,  
Release or Disposal
- Enclosure 5 - Table 3 - Notification of Petroleum Product Storage,  
Release, or Disposal
- Enclosure 6 - Environmental Protection Provisions
- Enclosure 7 - Unresolved Regulatory/Public Comments
- Enclosure 8 - Army Response to Unresolved Regulatory/Public Comments
- Enclosure 9 - Unexploded Ordnance Statement of Clearance

# JPG CANTONMENT AREA FOR LEASE IN FURTHERANCE OF CONVEYANCE

Bldg 216  
Also excluded

Infantry Road  
Artillery Road  
Niblo Road

Meridian Road  
Shun-Pike Road

## KEY



Areas not subject to UXO survey



Jefferson County  
Park and  
Recreation Area

All railroad tracks and  
Building 216 also excluded

Harber's Creek  
Outlet

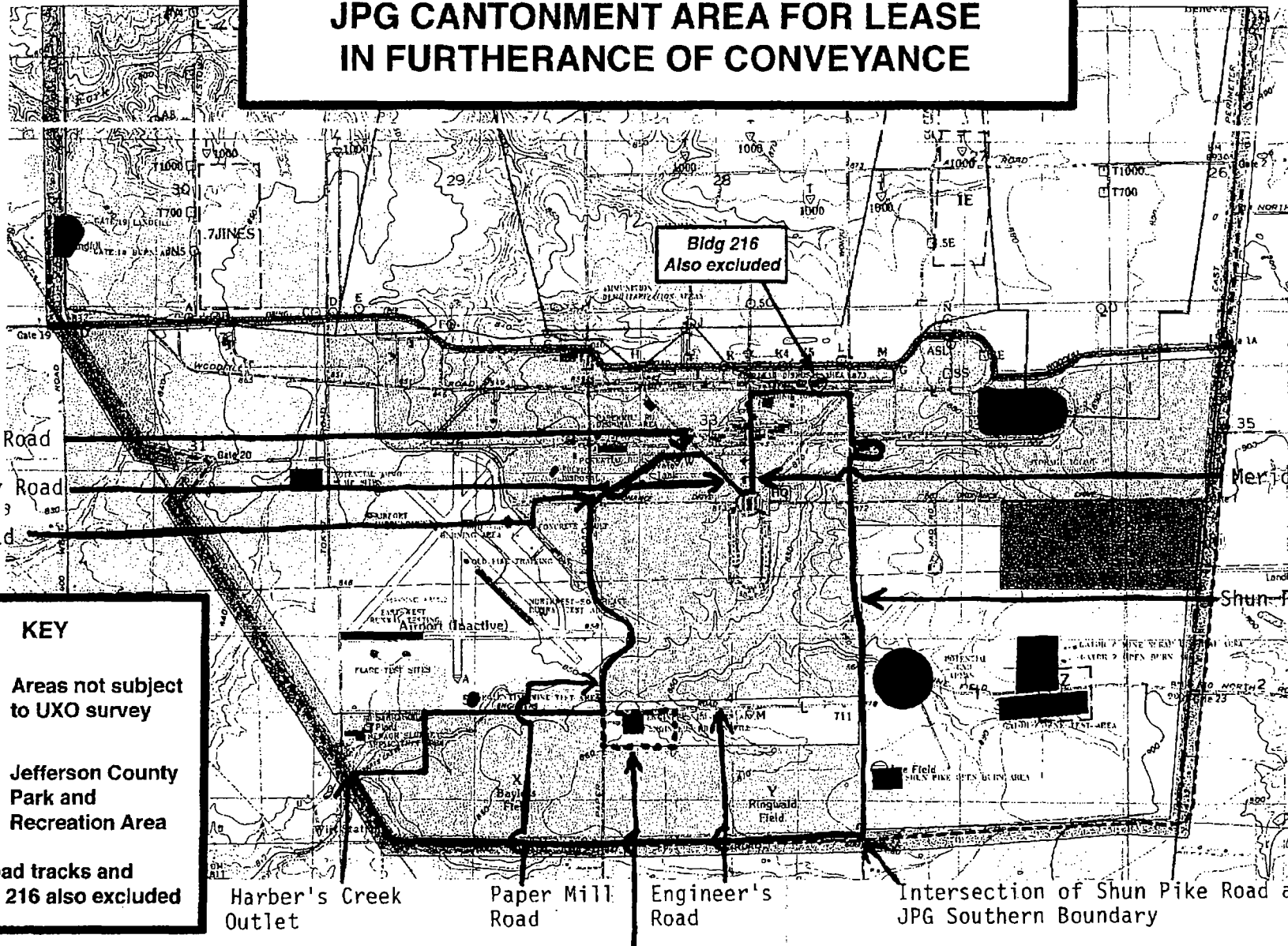
Paper Mill  
Road

Engineer's  
Road

Intersection of Shun Pike Road and  
JPG Southern Boundary

Excluded Area

Enclosure 1



## Description OF Property

1. Start at the intersection of Shun Pike Road and the southern boundary of the Jefferson proving Ground (JPG) Cantonment area.
2. Then west along the southern boundary of JPG to the southwest corner of the JPG Cantonment area.
3. Then along the southwestern boundary of the JPG Cantonment area to the outlet of Harbert's Creek.
4. Then due east from the Harbert's Creek outlet approximately 400 meters.
5. Then north to Engineer's Road.
6. Then east along Engineer's Road to the intersection of Engineer's Road and Paper Mill Road.
7. Then north along paper Mill Road to the intersection of Paper Mill Road and Niblo Road.
8. Then along Niblo Road to the intersection of Niblo Road and Infantry Road.
9. Then east on Infantry Road to the intersection of Infantry Road and Artillery road.
10. Then southeast on Artillery Road to the intersection of Artillery Road and Meridian Road.
11. Then north on Meridian Road to the functioning railroad tracks (tracks just south of Building # 216).
12. Then east along this line along the railroad tracks to Shun Pike Road.
13. Then south along Shun Pike Road to the southern boundary of the JPG Cantonment Area.
14. Included within this parcel should be the building complex, which contains buildings # 502, 504, 506, 528, 530, 532 and 534.
15. Excluded from this parcel should be an area described as follows: At the intersection of Engineer's Road and Paper Mill Road then south along Paper Mill Road approximately 200 meters; then east approximately 400 meters; then north to Engineers Road; then along Engineer's Road to the intersection of Engineer's Road and Paper Mill Road.

# TABLE 1

## Table 1 - Description of Property (Buildings)

Building Number and Property Description	EBS Parcel Designation	Condition Category **	Remedial Actions
Bldg. 1 is a 4,744 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. (no number behind Bldg. 1 is a 184 square foot storage shed	122D-/A/L/PS	1	NONE
Bldg. 2 is a 406 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 3 is a 2,926 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 4 is a 2,882 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 5 is a 210 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 6 is a 210 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 7 is a 3,604 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 8 is a 2,910 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 9 is a 406 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 10 is a 406 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 11 is a 2,308 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 12 is a 3,282 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 13 is a 210 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 14 is a 210 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 15 is a 3,202 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 16 is a 2,489 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 17 is a 2,647 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 18 is a 210 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 19 is a 406 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 20 is a 3,142 square foot	122D-/A/L/PS	2	Former UST Removed

residence			
Bldg. 21 is a 2,304 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 23 is a 3,369 square foot residence	122D-/A/L/PS	2	Former UST Removed
Bldg. 25 is a 406 square foot detached garage	122D-/A/L/PS	1	NONE
Bldg. 33 was a clinic without beds of 3,109 square feet, currently is a residence	110D-/A/L/PS	2	Former UST Removed
Bldg. 37 is a 613 square foot General Purpose Warehouse	110D-/A/L/PS	1	NONE
Bldg. 45 is a 106 square foot Transformer Distribution Bldg.	122D-/A/L/PS	1	NONE
Bldg. 46 is a 106 square foot Transformer Distribution Bldg.	122D-/A/L/PS	1	NONE
Bldg. 47 is a 106 square foot Transformer Distribution Bldg.	119Q-/A/L	1	NONE
Bldg. 48 is a 106 square foot Transformer Distribution Bldg.	120Q-/A/L	1	NONE
Bldg. 49 is a 106 square foot Transformer Distribution Bldg.	110D-/A/L/PS	1	NONE
Bldg. 60 is a 48 square foot Garden Storage Bldg.	122D-/A/L/PS	1	NONE
Bldg. 61 is a 48 square foot Garden Storage Bldg.	122D-/A/L/PS	1	NONE
Bldg. 62 is a 48 square foot Small Woodshed behind Bldg. 17	122D-/A/L/PS	1	NONE
Bldg. 63 is a 48 square foot Small woodshed behind Bldg. 15	122D-/A/L/PS	1	NONE
Bldg. 64 is a 48 square foot Garden Storage Bldg.	122D-/A/L/PS	1	NONE
Bldg. 65 is a 48 square foot Small woodshed behind Bldg. 11	122D-/A/L/PS	1	NONE
Bldg. 66 is a 48 square foot Small woodshed behind Bldg. 7	122D-/A/L/PS	1	NONE
Bldg. 67 is a 48 square foot Small woodshed behind Bldg. 3	119Q-/A/L	1	NONE
Bldg. 68 is a 48 square foot Small woodshed behind Bldg. 1	122D-/A/L/PS	1	NONE

Bldg. 69 is a 48 square foot Small woodshed behind Bldg. 4	119Q-/A/L	1	NONE
Bldg. 70 is a 48 square foot Garden Storage Bldg.	122D-/A/L/PS	1	NONE
Bldg. 71 is a 48 square foot Small woodshed behind Bldg. 12	119Q-/A/L	1	NONE
Bldg. 72 is a 48 square foot Garden Storage Bldg.	120Q-/A/L	1	NONE
Bldg. 73 is a 48 square foot Garden Storage Bldg.	119Q-/A/L	1	NONE
Bldg. 74 is a 48 square foot Small woodshed behind Bldg. 20	119Q-/A/L	1	NONE
Bldg. 100 is a 27,988 square foot Post Headquarters Bldg.	103Q-/A/L	1	NONE
Bldg. 102 is a 880 square foot Electrical Substation Bldg.	81D- /A/L/P(P)/PR(P)/PS/ HR(P)/HS	1	NONE
Bldg. 104 is a 106 square foot Transformer Distribution Bldg.	81D- /A/L/P(P)/PR(P)/PS/ HR(P)/HS	1	NONE
Bldg. 106 is a 6,042 square foot Field Maintenance Shop	81D- /A/L/P(P)/PR(P)/PS HR(P)/HS	1	NONE
Bldg. 108 is a 8,576 square foot Facility Engineering Bldg.	81D- /A/L/P(P)/PR(P)/PS HR(P)/HS	1	NONE
Bldg. 108a is a 19,749 square foot General Storehouse	81D- /A/L/P(P)/PR(P)/PS HR(P)/HS	2	SMALL (-2 FOOT IN DIAMETER) PETROLEUM SPILL ON ASPHALE BEHIND BLDG
Bldg. 110 is a 13,189 square foot Field Maintenance Shop	85Q-/A/L/P	1	NONE
Bldg. 112 is a 3,080 square foot Telephone. Exchange Bldg.	95D-/A/L/HS	1	NONE
Bldg. 114 is a 1,281 square foot Credit Union Bldg.	99Q-/A/L	1	NONE
Bldg. 116 is a 3,108 square foot Gym	101D-/A/L/PR	1	NONE
Bldg. 120 is a 1,567 square foot Steel Storage Facility	81D- /A/L/P(P)/PR(P)/PS/ HR(P)/HS	1	NONE
Bldg. 126 is a 782 square foot Lumber & Pipe Storage Bldg.	81D- /A/L/P(P)/PR(P)/PS/ HR(P)/HS	1	NONE
Bldg. 132 is a 268 square foot Gas Cylinder Storage Bldg.	62Q-/A/L/RD	1	NONE
Bldg. 133 is a 51 square foot Transformer Distribution Bldg.	94Q-/A/L	1	NONE

Bldg. 138 is a 1,752 square foot Education Center	85Q-/A/L/P	1	NONE
Bldg. 144 is a 5,398 square foot Propellant Temperature Conditioning Bldg.	73Q-/A/L	1	NONE
Bldg. 145S is a 160 sq. ft. Heat Distr. Station Bldg.	85Q-/A/L/P	1	NONE
Bldg. 146 is a 6,661 square foot Electronic Equip. Facility Bldg.	77P	1	NONE
Structure 147 is a 0 square foot Loading Dock	73Q-/A/L	1	NONE
Bldg. 148 is a 20,719 square foot Storehouse	62Q-/A/L/RD/HS	1	NONE
Bldg. 156 is a 20,604 square foot General Purpose Warehouse	62Q-/A/L/RD	1	NONE
Bldg. 162 is a 106 square foot Transformer Distribution Bldg.	73Q-/A/L	1	NONE
Bldg. 167 is a 269 square foot Radio Transmitter Bldg.	93D-/A/L/PS(P)	1	NONE
Bldg. 174 is a 4,018 square foot Vehicle Storage Bldg.	85Q-/A/L/P	1	NONE
Bldg. 176 is a 4,838 square foot Vehicle Storage Bldg.	64Q-/A/L	1	NONE
Bldg. 502 is a 4,352 square foot General Purpose Magazine	86Q-/A/L	1	NONE
Bldg. 504 is a 106 square foot Transformer Distribution Bldg.	87D-/A/L/PS/HS	1	NONE
Bldg. 506 is a 4,352 square foot General Purpose Magazine	87D-/A/L/PS/HS	1	NONE
Bldg. 528 is a 2,553 square foot Constant Temperature Magazine	87D-/A/L/PS/HS	1	NONE
Bldg. 530 is a 2,086 square foot Change House	87D-/A/L/PS/HS	2	Former UST Removed
Bldg. 532 is a 468 square foot Magazine	87D-/A/L/PS/HS	1	NONE
Bldg. 534 is a 18,169 square foot Assembly Plant	87D-/A/L/PS/HS/RD	1	NONE
Bldg. 550 is a 612 square foot Ammo Quality Facility	100Q-/A/L	1	NONE
Bldg. 551 is a 612 square foot Ammo Quality Facility	100Q-/A/L	1	NONE
Bldg. 552 is a 544 square foot Ammo Quality Facility	100Q-/A/L	1	NONE
Bldg. 553 is a 544 square foot Ammo Quality Facility	100Q-/A/L	1	NONE
Bldg. 711 is a 1,500	133D-/PS	2	Former UST Removed

square foot Shaker Bldg.			
Bldg. 713 is a 0 square foot Protective Barrier		1	NONE
Bldg. 714 is a 2,481 square foot Vibration Test Bldg.	132D-/PS	2	Former UST Removed
Bldg. 715 is a 384 square foot General Storehouse		1	NONE

## \*\*Environmental Condition Codes

Category 1: Areas where no release or disposal of hazardous substance or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

Category 7: Areas that are not evaluated or require additional evaluation.

## CERFA PARCEL LABEL DEFINITIONS

13 P-/A/L/

A = ASBESTOS  
 L = LEAD  
 P = PCB  
 R = RADON  
 X = UNEXPLODED ORDNANCE  
 RD = RADIONUCLIDES  
 PR = PETROLEUM RELEASE  
 PS = PETROLEUM STORAGE  
 HR = HAZARDOUS SUBSTANCE RELEASE  
 HS = HAZARDOUS SUBSTANCE STORAGE  
 (P) = POSSIBLE QUALIFIER  
  
 P = CERFA PARCEL  
 Q = CERFA PARCEL WITH QUALIFIER(S)  
 D = CERFA DISQUALIFIED PARCEL  
 E = CERFA EXCLUDED PARCEL

PARCEL NUMBER



TABLE 2

Table 2 - Notification of Hazardous Substance Storage, Release, and Disposal\*

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Bldg. 108	Ammonia, Other	Stored in 25 gallon container(s)	There were minor spills of bulk chemicals associated with storage operations that were remediated at the time of the release and do not require any further remedial response
Bldg. 108a	Acid, TEC, Other  PCB Contaminated Fluid (transformers)	Stored up to 700 gallons  Unknown	There were minor spills of bulk chemicals associated with storage operations that were remediated at the time of the release and do not require any further remedial response.
Bldg. 148	Depleted Uranium Projectile Storage	-1985 to -1995	Released for unrestricted use by Nuclear Regulatory Commission in Federal Register Notice dated May 7, 1996, 61 FR 20546.
Bldg. 506	TCE	110 gallons	There were minor spills of chemicals associated with the storage and use operations that were remediated at the time of the release and do not require any further remedial response.
Bldg. 534	Unknown (Scrap Property Accumulation) Depleted Uranium Projectile Storage	Unknown, -1985 to -1995	Released for unrestricted use by Nuclear Regulatory Commission in Federal Register Notice dated May 7, 1996, 61 FR 20546.

\* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or Superfund') 42 U.S.C. section 9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1000 kilograms of the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR part 373.

TABLE 3

Table 3 - Notification of Petroleum Product Storage, Release, and Disposal

Building Number	Name of Petroleum Product(s)	Date of Storage, Release or Disposal	Remedial Actions
Bldg. 1	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 3	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 4	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 7	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 8	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 11	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 12	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 15	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 16	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 17	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 20	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 21	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 23	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 33	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of June 7, 1996
Bldg. 530	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of March 2, 1999
Bldg. 711	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of March 2, 1999
Bldg. 714	Fuel Oil No. 2	Unknown to 1995	Former UST - Removed/Action complete iaw IDEM LUST letter of March 2, 1999

## ENCLOSURE 6

### DEED PROVISIONS

#### ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications, or substantially equivalent provisions, will be placed in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at Jefferson Proving Ground.

**1. INCLUSION OF PROVISIONS:** The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

**2. NO LIABILITY FOR NON-ARMY CONTAMINATION:** The Army shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

#### **3. CERCLA COVENANTS AND NOTICE**

Pursuant to Section 120 (h)(3) of the Comprehensive Environmental Response Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq ("CERCLA"):

##### **A. For the Property:**

1. The Grantor hereby notifies the Grantee of the storage, release and disposal of hazardous substances on the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as section 101 (14) of CERCLA. Available information regarding the type, quantity, and location of such substances and action taken is provided in Enclosures 3 and 4 herein. Based upon this information, the Grantor has determined the Property suitable for transfer in accordance with the provisions of this Deed.

2. The Grantor hereby covenants that:

a. All remedial action necessary to protect health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. Any additional remedial action found to be necessary with regard to such hazardous substances remaining after the date of the conveyance that resulted from past activities shall be conducted by the Grantor. This covenant shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

B. The Grantor reserves an easement and right of access on, over and through the Property for inspection, investigation, monitoring, sampling, testing, remedial action, corrective action or other action (collectively "Response Actions") that the Grantor deems necessary after the date of this conveyance in order to fulfill the Grantor's environmental responsibilities under this Deed or applicable law, including the right of the Grantor to ensure compliance with the Restrictive Covenants imposed by this Deed. In exercising these rights of access, except in case of imminent endangerment to human health of the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior written notice of Response Actions to be taken in, or on the Property and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's use of the Property. Subject to the provisions of this Subsection 3.B. and except as otherwise provided for by law, the Grantee, the then record owner, and any other person shall have no claim or cause of action against the Grantor or any officer, agent, employee or contractors for interference with the use of the Property based upon Response Actions taken under this Subsection 3.B.

**4. ENVIRONMENTAL BASELINE SURVEY ("EBS") AND FINDING OF SUITABILITY TO TRANSFER ("FOST")**

A. The Grantee acknowledges receipt of the Environmental Baseline Survey (EBS) also known as the Community Environmental Response Facilitation Act (CERFA) Report, dated April 1994, prepared by the Grantor for the Property, and the Grantee agrees to the best of the Grantee's knowledge that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical

condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

B. If after conveyance of the Property to the Grantee, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the EBS, the Grantee, its successors or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Grantor's activities, use, or occupation of the Property, or the activities of Grantor's contractors and/or agents or such newly discovered substance was present on the Property at or prior to the date of conveyance. The Grantee, as consideration for the conveyance, agrees to hold the Grantor harmless from, and indemnify the Grantor against any liability for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the Grantee, its successors or assigns, its agents, contractors, invitees, or its lessees or sublessees after the conveyance or lease. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws and regulations.

## **5. Notice of Unexploded Ordnance and Restrictive Covenant**

### **A. Notice**

(1) The Grantor completed a comprehensive records search and, based on that search, has undertaken and completed statistical and physical testing of areas on the Property where the presence of unexploded ordnance ("UXO") was considered possible. Based upon said search and testing, the Grantor represents that, to the best of its knowledge, except as provided for in subsection B below, no UXO is currently present on the Property. Notwithstanding the records search and testing conducted by the Grantor, the parties acknowledge that, due to the former use of the Property as an active military installation, there is a possibility that UXO may exist on the Property. Upon due notice, the Grantor agrees to remove any such remaining UXO discovered on the property, as required under applicable law and regulations, as expeditiously as is reasonable and practicable, subject to the availability of funds, except as provided for in subsection B below.

(2) If the Grantee, any subsequent owner, or any other person should find any UXO on the Property, they should not move or disturb the item and shall immediately call the local police or local fire authorities and the U.S. Army Corps of Engineers, Louisville District, P.O. Box 59, Louisville, Kentucky 40201, (502) 625-7374.

(3) The Grantee acknowledges receipt of the "Final Removal Report Ordnance Ammunition & Explosives Time Critical Removal Action, Jefferson Proving Ground, Madison, Indiana" dated February 4, 1997 and the Statement of Clearance, Site 1 (100-Acre parcel), Jefferson Proving Ground, Madison, Indiana.

B. Restrictive Covenant on Use of the Property for any portion of the 100 acre parcel.

(1) UXO was found and cleared from a former mortar range located on the portion of the Property described in Exhibit D of the Final Removal Report Ordnance Ammunition & Explosives Time Critical Removal Action Jefferson Proving Ground Madison, Indiana, February 4, 1997 (known as the "100-Acre Parcel"). Within the 100-Acre Parcel, the Grantor cleared all UXO which was reasonably possible to detect, to a depth of four (4) feet below the surface of the ground, except that no survey or clearance work was done beneath roads, foundations, concrete, or running utility lines as shown on Exhibit D of the Final Removal Report Ordnance Ammunition & Explosives Time Critical Removal Action Jefferson Proving Ground Madison, Indiana February 4, 1997.

(2) The Grantor and Grantee agree that the level of survey and clearance work that has been conducted for the 100-Acre parcel is fully protective of human health and safety for the intended use of the 100-Acre Parcel by the Grantee as agricultural. The parties further agree that in order to protect human health and safety and promote community and governmental objectives with regard to the use of the Property, the parties agree to be bound in perpetuity by the Restrictions and Covenants set forth below and agree that these Restrictions and Covenants shall run with the land. These restrictions and covenants benefit the lands retained by the United States and the public welfare generally and are consistent with state and federal goals and objectives.

(3) Restrictions and Covenants:

(a) The Grantee covenants for itself, its successors, assigns, and all future owners not to excavate, dig, drill or disturb the ground below four feet from the ground's surface within the 100-Acre Parcel (Exhibit D)

(b) The Grantee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the property that would violate the restrictions in (a) above.

(c) Nothing contained in this subsection B.3 shall preclude the Grantee from conducting the activities prohibited by subsection (b) above provided that the Grantee, in accordance with applicable laws and regulations and at the Grantee's sole cost, expense, and risk, conduct additional UXO survey and clearance work as may be necessary prior to allowing for prohibited activities.

(d) The Grantee, on behalf of itself, its successors, assigns, and any future owner covenants and agrees that in the event the Grantee desires to change the use of the 100-Acre Parcel or any portion thereof to a use other than as agricultural, prior to undertaking any UXO survey and clearance work under subsection (c) above, the Grantee will first obtain prior written approval of said survey and clearance plans and the disposal techniques to be employed from the U.S. Army Corps of Engineers, Louisville District, Real Estate Division, Louisville, Kentucky 40202.

(e) Notwithstanding any approval by the Grantor or the Department of Defense Explosives Safety Board, the Grantee covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon the UXO survey and clearance work, removal, or disposal of UXO conducted by the Grantee, its agents, employees or contractors. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under subsections (c) and (d) above.

(f) The Restrictions and Covenants set forth in this Section benefit the public in general and the territory surrounding the 100-Acre Parcel, including lands retained by the United States, and, therefore, are enforceable by the United States government. These restrictions and covenants are forever binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the provisions of this section in all subsequent lease, transfer, or conveyance documents relating to the 100-Acre Parcel subject hereto.

**6. NOTICE OF THE PRESENCE OF LEAD BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES**

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. All purchasers must also receive the federally approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.

C. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the deed.

D. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.



Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based paint Hazard Reduction Act of 1992) (hereinafter Title X). The Grantee shall, after consideration of the guidelines and regulations appropriate state environmental agency: (1) inspect for the presence of lead-based paint and/or lead-based paint hazards; (2) abate and eliminate lead-based paint hazards; and (3) comply with all applicable notice and disclosure requirements under Title X and applicable state law. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes.

The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes.

## **7. Notice of the Presence of Asbestos and Covenant**

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials "ACM") have been found on the Property, as described in the EBS. To the best of the Grantor's knowledge, except as provided for in (B) below, the ACM on the Property does not currently pose a threat to human health of the environment.

B. Buildings number 550 and 551 have been determined to may pose a threat to human health or the environment. Detailed information is contained in the EBS, Jefferson Proving Ground South of the Firing Line, final Asbestos Survey summary Report (September 1993) and the Draft Summary Report Annual Asbestos Re-Inspection for 1994, Jefferson Proving Ground, Madison (March 1995). The Grantor has agreed to convey said buildings and structures to the Grantee, prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee will, prior to use or occupancy of said buildings, demolish said buildings or the portions thereof containing friable asbestos, disposing of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings and structures, the Grantee specifically agrees to

undertake any and all abatement or remediation that may be required under CERCLA, including CERCLA 120(h)(3), or any other law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The Grantee assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (1) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee pursuant to this Deed, or (2) any disposal, prior to the Grantor's conveyance of the Property of any asbestos or ACM.

D. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The Grantee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed.

F. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee or any future remediation or abatement of asbestos or the need thereof. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

#### **8. PCB Containing Equipment Notification**

A. The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property to be conveyed, described as follows: Building 106 - 24 capacitors, switches. All PCB containing equipment has been properly labeled in accordance with applicable law and regulation to provide notification to future users. Any PCB contamination or spills related to such equipment has been properly remediated prior to conveyance. The PCB equipment does not currently pose a threat to human health or the environment.

B. Upon request, the Army agrees to furnish to the Grantee any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

C. The Grantee covenants and agrees that its continued possession, use and management of any PCB containing equipment will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and that the Army assumes no liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or PCB containing equipment, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) insured. The Grantee agrees to be responsible for any future remediation of PCBs or PCB containing equipment found to be necessary on the Property.

## Enclosure 7

### UNRESOLVED REGULATORY/PUBLIC COMMENTS

#### 1. UNRESOLVED REGULATORY COMMENTS

Identification of an unresolved comment from the Indiana Department of Environmental Management (IDEM) was provided to the Army by IDEM on April 5, 1999. The unresolved IDEM comment is attached to the FOST and made part of this Enclosure 7. The Army response to the unresolved IDEM comment is provided in Enclosure 8.

Identification of unresolved comments from the U.S. Environmental Protection Agency (EPA), Region 5 were provided to the Army by EPA, Region 5 on April 9, 1999. The unresolved EPA, Region 5 comments are attached to the FOST and made part of this Enclosure 7. The Army response to the unresolved EPA, Region 5 comments are provided in Enclosure 8.



## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We make Indiana a cleaner, healthier place to live*

Frank O'Bannon  
Governor

John M. Hamilton  
Commissioner

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P.O. Box 6015  
Indianapolis, Indiana 46206-6015  
(317) 232-8603  
(800) 451-6027  
[www.idem.org](http://www.idem.org)

April 5, 1999

Mr. Paul Cloud (AMSTE-SM-E)  
Department of the Army, Headquarters  
U.S. Army Test and Evaluation Command  
314 Longs Corner Road  
Aberdeen Proving Ground, MD 21005-5055

Dear Mr. Cloud:

Re: Finding of Suitability to Transfer (FOST)  
for the Central Cantonment Area Parcel,  
Jefferson Proving Ground (JPG), Madison,  
IN

Staff of the Indiana Department of Environmental Management (IDEM) have reviewed the Army's responses to our comments on the Draft FOST for the Central Cantonment Area. The Army's responses adequately address our comments with the exception of the response concerning lead-based paint. IDEM staff would like to reiterate our position that lead-based paint flaking or peeling off buildings constitutes a release of a hazardous substance to the environment and is subject to CERCLA requirements. IDEM staff disagree with the Army's response that a release of lead to the environment is not subject to CERCLA requirements. IDEM staff also recognize this issue is being debated at a national level and has not yet been resolved. However, as stated in our previous comment letter, IDEM staff still recommends sampling to determine if lead levels are present which might pose a threat to human health and the environment when this property is transferred.

No further response is necessary to this letter. If you have any questions, please call me at (317) 308-3367.

Sincerely,

Stephanie Riddle, Project Manager  
Federal Programs Section  
Office of Environmental Response

SR:mg

cc: Rex Osborn, IDEM  
Karen Mason-Smith, USEPA



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

VIA FAX

REPLY TO THE ATTENTION OF:

April 9, 1999

Mr. Paul Cloud (AMSTE-SM-E)  
Department of the Army, Headquarters  
U.S. Army Test and Evaluation Command  
314 Longs Corner Road  
Aberdeen Proving Ground, MD 21005-5055

SRF-5J

Subject: Review Comments on the "*Revised Finding of Suitability To Transfer (FOST) for the Central Cantonment Area Parcel (1,200 - Acres) at Jefferson Proving Ground, Madison, Indiana*", dated March 1999

Dear Mr. Cloud:

The United States Environmental Protection Agency (EPA) Region 5 has reviewed the subject FOST. The FOST was received in our office on March 22, 1999. The Army requested to receive comments on the FOST by April 5 (a 10-day review timeframe). However, EPA requested to provide comments on April 9 (a 14-day review timeframe) in order to have time to coordinate with technical support staff and adequately review the Revised FOST, Army's response to our comments (provided on January 15, 1999) and other Environmental Baseline Survey (EBS) documents referenced to support the Army's proposed findings.

Based on our review of the information presented in the above-referenced document, EPA can only provide a conditional concurrence on the FOST at this time. EPA will provide a concurrence on the FOST when our enclosed significant comments are satisfactorily addressed. I am available to meet with you and your staff at your earliest convenience to discuss these comments, if you feel it is necessary. Our comments are as follows:

COMMENTS

1. **Page 1, Section 2 Property Description:** Concur. No further response is needed.
2. **Page 3, Section 3.2 Storage, Release or Disposal of Petroleum Products:** No further response is needed.
3. **Page 3, Section 3.3.1 Storage, Release or Disposal of Petroleum Products and Page 4, Section 3.3.2 Underground and Above-Ground Storage Tanks (UST/AST):** No further response is needed.
4. **Page 5, Section 3.6 Lead Based Paint:** The response is noted. Currently, the Revised FOST only includes a lead-based paint (LBP) warning and covenant for residential area uses in *Enclosure 6 Deed Provisions under Section 6 - Notice of the Presence of Lead Based Paint and Covenant against the Use of the Property for Residential Purposes*.

The current joint EPA and Department of Defense (DoD) LBP Summary Memorandum, dated March 17, 1999, states the joint EPA and DoD agreement on the approach for non-residential areas which includes an agreement that EPA would not require sampling of all non-residential areas for LBP. However, EPA and DoD have agreed to include sampling efforts for specific areas of the parcel or structure where the known future use is as a child occupied facility. In the Army's Reuse Plan or current discussions with the potential property owner, are there any buildings, structures or specific areas of the parcel in the subject 1,200-Acre Central Cantonment Area FOST where the known future use is as a child occupied/daycare facility? The referenced EPA/DoD March 17 memo also states that model FOST language, with a final joint agreement on sampling for LBP in non-residential areas, is planned sometime after the national pilot study for LBP at Non-Residential Areas is complete on May 14, 1999.

5. **Page 6, Section 3.9 Unexploded Ordnance:** No further response is needed regarding our comment on potential frost heave. The Army's inclusion of the referenced U.S. Department of Agriculture, *Natural Resources Conservation Service Report, "Climatological Station Index for Indiana" (February 1991), Field Office Technical Guide, Station One* which identifies the extreme frost depth for JPG within the FOST Area as 18 inches below the surface is acceptable and believed by EPA to be representative of the known frost heave potential at this area.

However, sampling in the 100-Acre UXO Area Parcel or the adjacent 8-Acre UXO Area Parcel have not been completed at this time. A environmental investigative risk evaluation needs to be done on both the 100-Acre and 8-Acre UXO Area Parcels, to determine the sampling effort that will be needed and human health/environmental risk assessment. The UXO Statement of Clearance provided in Enclosure 9 is only clearance for the Department of Defense Safety Board (DDESB) approved safety risk clearance depth of 4 feet at the 100-Acre UXO Area Parcel. The 100-Acre UXO Area Parcel is located within the FOST parcel.

EPA and the Army agreed in 1996 and 1997, after meetings between the EPA, Army, Indiana Department of Environmental Management (IDEM) at the Pentagon and with staff of Congressman Lee Hamilton and Senator Dan Coates that the Army would perform representative sampling on the 100-Acre UXO Area Parcel for metals and explosives and also, representative sampling for metals and explosives on the 8-Acre UXO Area Parcel after the 8-Acre UXO site is UXO surveyed and safety cleared to a depth of 4 feet (ft). The sampling and analysis efforts at both of these UXO sites will need to be completed and forwarded to EPA and IDEM to review and provide concurrence.

However, if the Army is interested in pursuing transfer of the property by deed, prior to the sampling/ analysis, human health and environment risk assessment and 4-ft UXO safety survey/clearance at the 8-Acre UXO Parcel, all of the requirements of a Covenant Deferral, also known as the "Finding of Suitability for Early Transfer (FOSET)" will need

to be prepared and in place prior to the property being transferred to a new owner.

6. **Page 6-7, Section 3.10 Environmental Conditions of Adjacent Property:** Our original comment has been partially addressed. EPA agrees that there appears to be no known exposure pathways from the adjacent remedial investigation (RI) sites because of the soil's clay composition, vegetation that can minimize migrations of contaminants and the RI sites being fenced off/posted with restriction access signs (as agreed upon by the JPG BRAC Cleanup Team (BCT)). However, sampling/analysis at the 100-Acre UXO Parcel located within the FOST parcel and the UXO 4-ft depth survey and safety clearance, along with sampling/analysis needs to be completed. The Army may want to pursue a Covenant Deferral, also known as the "Finding of Suitability for Early Transfer (FOSET)" for the FOST Parcel. EPA's Guidance and Policy on FOSETs is available upon request.
7. **Page 8, Section 7 Environmental Protection Provisions:** The response is noted. No further response is needed.

**Enclosure 6 Deed Provisions:**

1. **Section 5- Notice of Unexploded Ordnance and Restrictive Covenant:** The response regarding allowing the removal of identified UXO to be "subject to the availability of funds" is noted.

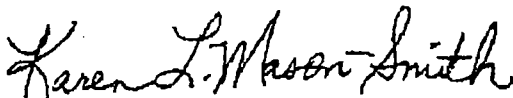
See our above comment under Comment #5 and Comment #6 regarding UXO.

2. **Section 6- Notice of the Presence of Lead Based Paint and Covenant against the Use of the Property for Residential Purposes:**

See our above comment under Comment #4 regarding LBP.

Thank you for the opportunity to review the Central Cantonment Area FOST. If you have any questions, please feel free to call me at (312) 886-6150.

Sincerely,



Karen L. Mason-Smith  
Remedial Project Manager

cc: Jim Saric, EPA  
Stephanie Riddle, ID&M  
Brian Barwick, EPA  
Mike Early, Army



## ENCLOSURE 8

### ARMY RESPONSE TO UNRESOLVED REGULATORY/PUBLIC COMMENTS

#### 1. ARMY RESPONSE TO UNRESOLVED IDEM REGULATORY COMMENT

It is the Army's position that assessment and sampling to determine the specific level of lead-based paint contamination is not required to transfer Army property. It is Army policy to notify the transferee of the presence of buildings containing lead-based paint and have the transferee assume responsibility for complying with all federal, state, and local laws and regulations pertaining to lead-based paint. The lead-based paint deed provision in the FOST provides the appropriate notification and requires the transferee to comply with all applicable lead-based paint requirements. This deed provision was approved by the Department of the Army and is generally required in all deeds to transfer buildings containing lead-based paint.

The Army and EPA leadership are continuing to discuss the applicability of CERCLA to lead-based paint that chips or flakes off structures due to natural weathering or normal maintenance. It is the Army's position that chipping and flaking lead-based paint in soil is not actionable under CERCLA, but instead, should be addressed under the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X). Nevertheless, the Army will perform any additional investigation or response action under CERCLA with respect to lead-based paint found to be necessary in future transfers of Army property, provided that the determination of necessity for such investigation or response action is made and applied in the same manner and to the same extent as is done at other non-federal facilities.

#### 2. ARMY RESPONSE TO UNRESOLVED EPA, REGION 5 REGULATORY COMMENTS

##### A. Lead-based Paint

The EPA, Region 5 correctly noted that EPA and DoD are continuing to negotiate regarding management of lead-based paint (LBP) in residential and non-residential areas at BRAC properties. It is our understanding that EPA and DoD agreed that sampling efforts on non-residential areas would be limited, pending the results of a national pilot program to assess LBP in non-residential areas, to certain types of metallic structures (water towers, communication towers, and bridges) where soil-lead from LBP is reasonably expected to exist. At this point, it is not resolved whether sampling in non-residential areas will include buildings where the known use is as a child occupied facility. Nevertheless,

in response to EPA, Region 5's question, the Army has no knowledge that any buildings, structures, or specific areas on the property are planned to be used as a child occupied/daycare facility.

#### **B. Unexploded Ordnance**

In 1996 and 1997, the Army and EPA, Region 5 agreed to perform representative sampling on the 100 acre UXO site for metals and explosives resulting from on-site detonation of UXO. There were significant amounts of ordnance scrap which were identified as inert and removed from the 100 acre UXO site. Note - one munition suspected of containing explosives was open detonated in grid C-9 of the 100 acre area. Grid C-9 is part of the area excluded from the property for transfer. Grid C-9 is within the excluded area described in item number 15 of Enclosure 2 of the FOST. In addition, the 8-acre UXO site is not included in the current property transfer and, therefore, can be addressed at a later time. Under these circumstances, the Army does not believe that any additional sampling/analysis, human health and environmental risk assessment, or FOSET is required for the current property transfer.

STATEMENT OF CLEARANCE  
SITE 1 (100-Acre Parcel)  
JEFFERSON PROVING GROUND  
MADISON, INDIANA

The following parcel of land as described in Appendix B of the enclosed removal report and located in the boundaries of Jefferson Proving Ground, Madison, Indiana, has been given careful search by Human Factors Applications, Explosive Ordnance Disposal Division under contract to the Corps of Engineers, Huntsville Engineering and Support Center (Contract Number DACA87-94-D-0019, Delivery Order 0017) and has been cleared of all dangerous and explosive ordnance reasonably possible to detect. The ordnance items listed in Appendix D, paragraph 3 of the enclosed report were removed from the parcel. It is recommended that the area shown as the PROJECT SITE on Plate 10 of the enclosed removal report be released, but restricted to a use resulting in a maximum depth of disturbance of 4 feet. It should be noted that the removal report addresses a surface removal action on an 8-acre parcel east of the PROJECT SITE that was conducted to remediate an imminent safety hazard. The 8-acre parcel will subsequently be cleared to 4 feet below the surface in future planned actions. However, as these lands were military training areas and ordnance items have been found, we recommend reasonable and prudent precautions be taken when conducting intrusive operations. This action has been conducted in accordance with Army Regulations 385-64 and 405-90.

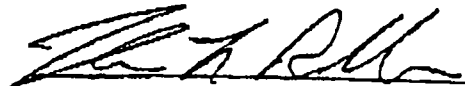
SUBMITTED BY:

  
WALTER J. CUNNINGHAM  
COL, BN

Commanding

Commander, U.S. Army Engineering and Support Center, Huntsville

APPROVED BY:

  
THOMAS L. ROLLER

Director of the Support Mission

HQDA, U.S. Army Test and Evaluation Command

Enclosure 9

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

# of pages 1

To <i>Mr. Paul Cloud</i>	From <i>Madison Smith</i>
Dept./Agency	Phone # <i>502-625-7374</i>
Fax # <i>812-273-2853</i>	Fax # <i>502-582-5985</i>

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